

LICENSE PLATE READER SUPPLEMENT TO CRIMINAL JUSTICE USER AGREEMENT

This License Plate Reader Supplement ("Supplemental Agreement") to the Criminal Justice User Agreement supplements the Criminal Justice User Agreement entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida, and the Longboat Key Police Department, with headquarters at 5460 Gulf of Mexico Drive, Longboat Key FL, (hereinafter referred to as the User).

PURPOSE: The purpose of this Supplemental Agreement is to document the terms and conditions under which FDLE will make certain information (as specified below under Terms and Conditions) available to state and local criminal justice agencies for use in comparing such information against scanned vehicle license plate numbers retrieved by means of license plate screening technology from mobile and fixed sites.

ASSOCIATED AGREEMENTS: Both the aforementioned Criminal Justice User Agreement and the Memorandum of Understanding between the Federal Bureau of Investigation (FBI) and FDLE concerning the FBI's transmission of information (as specified below under Terms and Conditions) from the National Crime Information Center (NCIC) to FDLE, are incorporated herein by reference.

TERMS AND CONDITIONS:

FDLE agrees to provide access to the information services described below and will adhere to the following terms and conditions:

1. Provide the User with access to files extracted from the Florida Crime Information Center (hereinafter FCIC) and NCIC Hot Files, and Florida Department of Highway Safety and Motor Vehicles (DHSMV) records including, but not limited to the Expired Tag File, Expired License File and Sanctioned Driver File;
2. Provide extract information from FCIC, updated eight times per day and including information from all FCIC records with license plate data, except Intel-flagged records;
3. Provide updated extract information from NCIC as often as made available by the FBI, including license plate information from the NCIC Hot Files and from other files as may be made available by the FBI;
4. Provide updated extract information from DHSMV as often as made available by DHSMV;
5. Respond to specific inquiries from the User; and
6. Provide the User with the name and contact information of FDLE technical and administrative points of contact.

By accepting access to the information services described above, the User agrees to adhere to the following terms and conditions:

1. Use the FCIC/NCIC/DHSMV extracts for criminal justice purposes only;
2. Control access to the CJNet and FDLE FTP server so as to deny direct access by the User's license plate screening technology vendor;
3. Execute a Memorandum of Understanding with the User's license plate screening technology vendor restricting the vendor's use of information obtained from FDLE for this program to criminal justice purposes and precluding use by an entity other than the User;
4. Update its local database as FCIC/NCIC/DHSMV updates become available, assuring that information deleted from the FCIC/NCIC/DHSMV system is also deleted from all local databases;
5. Confirm data extract hits are still active in FCIC/NCIC, at the earliest reasonable opportunity, and before taking enforcement action, in accordance with current hit confirmation policy;
6. Confirm, via an FCIC driver license or vehicle registration transaction, that DHSMV data extract hits correspond to current, live DHSMV data, at the earliest reasonable opportunity, and before taking enforcement action; and
7. Provide and update the FDLE with the name and telephone number of technical and administrative points of contact.

TERMINATION: Either party may terminate this Supplemental Agreement, with or without cause, upon providing advanced written notice of forty-five (45) calendar days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as originally provided in this Supplemental Agreement. Should the aforementioned circumstances arise, either party may terminate or modify the Supplemental Agreement accordingly.

FDLE reserves the right to terminate service, including service provided under the Criminal Justice User Agreement between FDLE and the User, without notice, upon presentation of reasonable and credible evidence that the User is violating this Supplemental Agreement or any pertinent federal or state law, regulation or rule.

MODIFICATIONS: Modifications to the provisions in this Supplemental Agreement shall be valid only through execution of a formal written amendment, properly approved by the parties.

TERM OF AGREEMENT: This Supplemental Agreement will become effective upon signing by both parties and will remain in force until it is determined by FDLE that a new agreement is required.

IN WITNESS HEREOF, the parties hereto have caused this Supplemental Agreement to be executed by the proper officers and officials.

NAME OF USER (AGENCY) Longboat Key Police Department

USER CHIEF EXECUTIVE OR OFFICIAL

_____Peter A. Cumming _____
(PLEASE PRINT) _____

(SIGNATURE) _____

DATE May, 11, 2018

WITNESS Frank Remo TITLE Deputy Police Chief

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Charles I. Schaeffer _____
(PLEASE PRINT) _____

(SIGNATURE) _____

DATE 5/15/18

WITNESS L.A. Ody _____
TITLE Administrative Assistant

Agency Contact Information

User Administrative Point of Contact

Name: Frank Rubino
Phone: 941-361-6411 x 1911
Email: frubino@longboatkey.org

User Technical Point of Contact

Name: Daniel Shtuka
Phone: 941-361-6411 x 1511
Email: dshtuka@longboatkey.org

FDLE Administrative Point of Contact

Name: Christopher Waters
Phone: (850) 410-8193
Email: christopherwaters@fdle.state.fl.us

FDLE Technical Point of Contact

Name: Christopher Waters
Phone: (850) 410-8193
Email: christopherwaters@fdle.state.fl.us